






Public Safety Committee Meeting

Commission Chamber- 7/26/2016- 1:20 PM

PUBLIC SAFETY

1. Motion to **approve** the award of RFP# 16-182 Hazard Mitigation Plan Update to Atkins North America, Inc. and authorize the Mayor to execute the appropriate documents.
(Requested by Commissioner Bill Lockett)  [Attachments](#)
2. Approve Memorandum of Understanding (MOU) between Augusta, Georgia and the Georgia Department of Corrections (GDC) to provide access to resources for offenders who do not have a high school diploma or GED, or who could benefit from a technical college certificate.  [Attachments](#)
3. Motion to approve the minutes of the Public Safety Committee held on July 12, 2016.  [Attachments](#)

www.augustaga.gov



**Public Safety Committee Meeting
7/26/2016 1:20 PM
Bid Award RFP Hazard Mitigation Plan**

Department: Augusta Fire Department

Presenter: Chief Chris James

Caption: Motion to **approve** the award of RFP# 16-182 Hazard Mitigation Plan Update to Atkins North America, Inc. and authorize the Mayor to execute the appropriate documents. **(Requested by Commissioner Bill Lockett)**

Background: See attachment for further details.

Analysis:

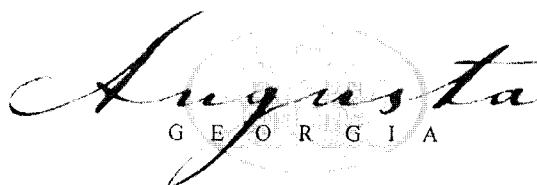
Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Fire Department/Emergency Management Agency

Christopher E. James, Fire Chief/EMA Director

AGENDA ITEM: _____

EDITION: _____

DATE: July 19, 2016

TO: The Honorable Hardie Davis, Jr., Mayor
Members of the Commission
Commissioner William Lockett, Chairman, Public Safety Committee

THROUGH: Janice Allen Jackson, Administrator

FROM: Christopher E. James, Fire Chief

SUBJECT: Award of RFP #16-182 Hazard Mitigation Plan Update to Atkins North America, Inc.

CAPTION: Motion to **approve** the award of RFP #16-182 Hazard Mitigation Plan Update to Atkins North America, Inc. and authorize the Mayor to execute the appropriate documents.

BACKGROUND: The Hazard Mitigation Plan forms the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. State and local governments are required to develop and maintain a hazard mitigation plan as a condition of receiving certain types of hazard mitigation disaster assistance, emergency and non-emergency. The requirements and procedures for state and local mitigation plans are found in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201 (44 CFR Part 201).

ANALYSIS:

FINANCIAL IMPACT: Will be paid for with funds from the Hazard Mitigation Plan Update Grant. The total cost will be \$49,671 with a federal share of 75%, a state share of 10%, and a local share (in kind match/personnel time) of 15%. Fund 220 will be used; org key will be created by Finance upon approval and acceptance of grant.

ALTERNATIVES: None at this time.

Fire Department/Emergency Management Agency
3117 Deans Bridge Road, Augusta GA 30906
(706) 821-2909 – Phone (706) 821-2907-Fax
WWW.AUGUSTAGA.GOV

AGENDA ITEM _____

EDITION: _____

(CURRENT DATE)

PAGE 2

RECOMMENDATION: Approve the award of RFP #16-182 Hazard Mitigation Plan Update to Atkins North America, Inc. and authorize the Mayor to execute the appropriate documents.

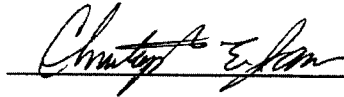
REQUESTED AGENDA DATE: July 26, 2016

FUNDS AVAILABLE IN THE FOLLOWING ACCOUNTS:

Account will be created by Finance upon approval and acceptance of grant

DEPARTMENT Christopher E. James, Fire Chief

DIRECTOR:



7/19/2016

ADMINISTRATOR: _____

FINANCE: _____



Public Safety Committee Meeting
7/26/2016 1:20 PM
County Correctional Institute Educational Incentive Plan

Department: Richmond County Correctional Institution

Presenter: Evan Joseph

Caption: Approve Memorandum of Understanding (MOU) between Augusta, Georgia and the Georgia Department of Corrections (GDC) to provide access to resources for offenders who do not have a high school diploma or GED, or who could benefit from a technical college certificate.

Background: The City of Augusta currently houses state inmates. The Georgia Department of Corrections pays the city a per diem of twenty (\$20.00) dollars per day per inmate. As part of the Governor's Prison Reform (Re-Entry Plan), the GDC has created The County Correctional Institute Educational Incentive Plan (CCIEIP). This plan will provide additional funding to County Prisons that offer educational programs- (GED and/or Vocational Programs sanctioned by a Technical College).

Analysis: The County Correctional Institute Educational Incentive Plan "CCIEIP" is designed to assist County Prisons in meeting the educational needs of offenders. This will also be a financial benefit for the City of Augusta.

Financial Impact: No negative impact on the City. RCCI currently has the infrastructure (Classroom, GED material etc.) and also an instructor. The Georgia Department of Corrections will compensate the City based on program availability and number of offenders who obtain their GED or vocational training certificate.

Alternatives:

Recommendation: Approve the (MOU) between Augusta, Georgia and the Georgia Department of Corrections to initiate the County Correctional Institute Educational Incentive Plan ("CCIEIP").

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 1st day of August, 2016, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the “Department”), and Augusta-Richmond County, a municipal corporation of the State of Georgia (hereinafter, the “Governmental Entity”).

WHEREAS, Department desires to partner with Governmental Entity to provide access to resources for offenders who do not have a high school diploma or GED, or who could benefit from a technical college certificate; and

WHEREAS, in accordance with Department’s County Correctional Institute Educational Incentive Plan (“CCIEIP”), attached hereto as “Exhibit A”, Governmental Entities who meet eligibility requirements described herein and as verified by Department may request the funds described in the CCIEIP Fund Award by submitting the Payment Request Form attached hereto as “Exhibit B” and may qualify for additional Bonus Funds which are linked to testing outcomes.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth below, the parties agree as follows:

1. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in “Exhibit A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
2. Contract for Services. In the performance of the services, and for all tax, liability, employment, and insurance purposes, Governmental Entity shall at all times be an Independent Contractor and not an agent, representative, or employee of the Department. Governmental Entity shall determine the means and manner of performance of its responsibilities, and Governmental Entity shall not hold itself out to be an employee or agent of the Department.
3. Compensation. The Department agrees to pay Governmental Entity in accordance with the CCIEP only after Governmental Entity has submitted the Payment Request Form at Exhibit “B” attached to this Agreement and incorporated by reference herein for the full and faithful performance of the services under this Agreement during the term hereof and according to the timeline established in the CCIEIP. Governmental Entity acknowledges and agrees that payment is subject to availability of funds.
4. Benefits. The Governmental Entity acknowledges that it is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.

5. Pledges of Credit. Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, then this Agreement shall terminate without further obligation of the Department.
6. Expenses. The Department shall not be liable for and shall not reimburse Governmental Entity for any travel or other expenses incurred by the Governmental Entity.
7. Equipment. The Department is not required to provide any office space nor any equipment to the Governmental Entity.
8. Term and Amendment. This Agreement shall be effective as of July 1, 2016 and shall continue in force and effect until 11:59 p.m. on June 30, 2017. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.
9. Compliance with Laws. Governmental Entity agrees to perform Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, state and local government.
10. Termination for Convenience. Either party may terminate this Agreement for any reason by providing written notice fourteen (14) days in advance of such termination.
11. Rights and Interests. This relationship is intended solely for the mutual benefit of the Parties, and there is no intention, express or otherwise, to create any rights or interests for any party other than the Department or Governmental Entity.
12. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. Section 45-10-20, et seq., in any respect. The Governmental Entity agrees not to employ any individual that would result in a violation of this law.
13. Screening. Governmental Entity acknowledges and agrees that Governmental Entity, including employees of Governmental Entity and subcontractor(s) of Governmental Entity, shall be subject to background investigations conducted by duly authorized agents of the State, and while on the premises of any Department Facility, Governmental Entity and Governmental Entity's personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

14. Licenses, Certifications and Insurance. Governmental Entity agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services under this Agreement. Governmental Entity shall, at its sole expense, procure and maintain from insurance carriers licensed to transact business in the State of Georgia such insurance coverage as will protect Governmental Entity's and Department's interests under this Agreement.

15. Standards of Conduct and Sexual Harassment. Governmental Entity agrees that the Governmental Entity and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Governmental Entity or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Governmental Entity will allow and assist the Department in investigating the charge or accusation. If the charge is established, the Governmental Entity will take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

16. Confidentiality. Governmental Entity will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Governmental Entity (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law (including but not limited to the Georgia Open Records Act) or by any regulatory agency to which Governmental Entity is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Governmental Entity. Governmental Entity shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), where applicable, regarding the privacy of student education records.

17. Prison Rape Elimination Act. Governmental Entity agrees to comply with, and to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Governmental Entity agrees to undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and Governmental Entity agrees to document that Governmental Entity understands such training. Governmental Entity agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment

in any facility in which the Governmental Entity is present. Governmental Entity agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Governmental Entity acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

18. Cooperation. Governmental Entity and the Department, its employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against the Department or Governmental Entity relating to this Agreement, and each party shall give the other prompt notice of any claim, demand, suit, or proceeding.
19. Assignment. The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.
20. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

Augusta-Richmond County C.I.
Warden Evan Joseph
2314 Tobacco Rd.
Augusta, GA 30906

If to Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Offices South at Tift College
P.O. Box 1529
Forsyth, Georgia 31029

21. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
22. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.
23. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

24. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.
25. Drug-Free Workplace. The Governmental Entity acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Governmental Entity hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Governmental Entity may be suspended, the contract terminated or the Governmental Entity debarred if it is determined that: (1) the Governmental Entity has made false certification hereinabove; or (2) the Governmental Entity has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".
26. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement.
27. Compliance with Federal and State Work Authorization and Immigration Laws. Governmental Entity certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Governmental Entity warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Governmental Entity further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Governmental Entity warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.
28. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
29. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

30. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

31. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF
CORRECTIONS**

Augusta, Georgia:

By: _____
Jennifer Ammons
General Counsel

By: _____

Printed Name: Hardie Davis, Jr.

Title: Mayor

Attest:

By: _____
Lena J. Bonner
Clerk of Commission

Exhibit "A"
Scope of Services

**County Correctional Institute
Educational Incentive Plan
FY 17**

Description

The County Correctional Institute Educational Incentive Plan (CCIEIP) is a plan to establish GED classrooms or learning centers in the County Correctional Institutes (CCI) across the state of Georgia, expanding learning time and access to learning resources, for offenders who do not have a high school diploma or a GED. Opportunities for enrollment in Career and Technical College Certificate Programs as approved by the Georgia Department of Corrections are also an option.

Location

All 23 County Correctional Institutes in the state that meet the eligible criteria for receiving funds to establish a GED classroom or learning center. Each CCI's will have to sign a Memorandum of Understanding (MOU) with GDC to receive the funds.

COUNTY CORRECTIONAL INSTITUTIONS		
Facility Name	Contract Capacity	Offenders In Beds
BULLOCH COUNTY CI	160	157
CARROLL COUNTY CI	246	237
CLARKE COUNTY CI	112	108
CLAYTON COUNTY CI	242	218
COLQUITT COUNTY CI	190	179
COWETA COUNTY CI	232	209
DECATUR COUNTY CI	135	122
EFFINGHAM COUNTY CI	192	185
FLOYD COUNTY CI	424	420
GWINNETT COUNTY CI	158	146
HALL COUNTY CI	221	190
HARRIS COUNTY CI	150	147
JACKSON COUNTY CI	150	144
JEFFERSON COUNTY CI	140	132
MITCHELL COUNTY CI	135	127
MUSCOGEE COUNTY CI	528	520
RICHMOND COUNTY CI	230	223
SCREVEN COUNTY CI	148	141
SPALDING COUNTY CI	384	369
SUMTER COUNTY CI	350	342
TERRELL COUNTY CI	140	136

THOMAS COUNTY CI	185	179
TROUP COUNTY CI	274	269
TOTAL	5126	4900

Program Goal

This program will address the needs of offenders who are housed in these facilities who may want to obtain a GED or for those who are mandated to obtain a GED and provide a plan for successful re-entry. Career and Technical Education options are also available. It will give these offenders the same opportunities that are afforded other offenders who are incarcerated in other GDC affiliated facilities. To qualify for participation, offenders will have to meet GA Department of Corrections' SOP qualifications for participation in educational and vocational programs. The program will target the approximate 4,842 offenders housed in the 23 County Correctional Institutes in the state who do not possess either a high school diploma or a GED. Career and Technical Education options will also be available for offenders who may already have a high diploma or GED.

Funding

Funding will be determined by meeting specific criteria established by the GA Department of Corrections. Eligible institutions could receive \$25,000 per block of instruction or learning labs depending on the criteria established by GDC. Institutions could receive funding for multiple blocks depending on enrollment and classroom space. Blocks must have a minimum of 10 students and not more than 25 students maximum for a block. Funds must be used only for instructional support and resources for the educational program. Institutions can earn a \$1,000 bonus, which can be spent at the discretion of the Institution, for each GED competition or Technical College certificate, subject to FY 2017 Supplemental Budget funding.

Responsibility

The Georgia Department of Corrections will serve as a consultant and monitor the criteria for eligibility for receiving funds from the CCIEIP. It is the responsibility of the CCI to secure a teacher from a technical college or other local educational agency. It is also the responsibility of the CCI to provide proof of eligibility and maintain eligibility as detailed in the MOU between GDC and the CCI.

Exhibit "B"**Payment Request Form**

County Prison Name: _____

Area Principal Name: _____

Submission Deadline:
☐ September 30, 2016 ☐ December 31, 2016 ☐ March 31, 2017 ☐ June 30, 2017
To qualify for payment, the following criteria must be met:

Minimum of 10 properly qualified and enrolled students	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Contract with qualified instructor	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Enrollment entered in Scribe	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Payment Requested

Students Enrolled	Amount	
10-25 Students	\$25,000	
26-30 Students	\$5,000 additional	
31-35 Students	\$5,000 additional	
36-40 Students	\$5,000 additional	
41-45 Students	\$5,000 additional	
46-50 Students	\$5,000 additional	
51-55 Students	\$5,000 additional	
Enrollment TOTAL		
GED Completion Bonus: \$1,000 per student	# of students	
Bonus TOTAL		
TOTAL AMOUNT OF THIS PAYMENT REQUEST		

AMOUNT PREVIOUSLY PAID OUT (If applicable): _____

**Please include a list of offender name and ID for students enrolled and completions.

County CI Warden _____ **Date:** _____Area Principal _____ **Date:** _____Director, Education & Programs _____ **Date:** _____



**Public Safety Committee Meeting
7/26/2016 1:20 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Public Safety Committee held on July 12, 2016.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Public Safety Committee Meeting Commission Chamber - 7/12/2016

ATTENDANCE:

Present: Hons. Lockett, Chairman; Frantom, Vice Chairman; Sias and Smith, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

PUBLIC SAFETY

1. Discuss safety during large downtown events. **(Requested by Commissioner Sean Frantom)** **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the establishment of a Sheriff's Office substation in the Unisys Building at a projected construction cost amount of \$150,000 and to task the Administrator with the identification of a funding source. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Sean Frantom	Passes

2. Motion to approve acceptance of the Criminal Justice Coordinating Council (CJCC) Juvenile Justice Incentive Grant Award in the amount of \$298,000.00, MOU Agreement with Community Solutions, Inc. (CSI) in the amount of \$262,000.00 and grant director/coordinator in the amount of \$28,800.00. Grant # Y17-8-002. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
				Item # 3

Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commisioner Sean Frantom	Passes
---------	--	--------------------------	--------------------------	--------

3. Motion to approve County Capacity Agreement for state inmates being housed in the Richmond County Correctional Institution from July 1, 2016 until June 30, 2017. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commisioner Sean Frantom	Passes

4. For Commission information purposes. Status up-date on the Forestry Tractor Building erected behind Fire Station 18. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Sammie Sias	Passes

5. Motion to approve the minutes of the Public Safety Committee held on June 14, 2016. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commisioner Sean Frantom	Passes